

11-18-2002



102283720

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 102204413
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other Release of Security Interest

Effective Date
Month Day Year
09 22 1995

Conveying Party

11-18-02

Mark if additional names of conveying parties attached.

Name Michigan National Bank

Execution Date
Month Day Year
09 22 1995

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

RECEIVED
 NOV 19 11 03 AM '02
 TRADEMARK DIVISION

Receiving Party

Mark if additional names of receiving parties attached.

Name Carme Cosmeceutical Sciences, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 620 Airpark Road

Address (line 2) _____

Address (line 3) Napa

City

California

State/Country

94558

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be on a separate document from assignment.)

FOR OFFICE USE ONLY

Public burden reporting this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
 Commissioner of Patents and Trademarks, Box Assignment, Washington D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 312-577-7000

Name Julius Tabin

Address (line 1) Fitch, Even, Tabin & Flannery

Address (line 2) 120 South LaSalle Street, Suite 1600

Address (line 4) Chicago, Illinois 60603

Pages Enter the total number of pages of the attached conveyance document including any attachments.

16

Trademark Application Number(s) or Registration Number(s) [X] Mark if additional numbers attached.

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

			1683555	1501829	1347096
			1685933	1517722	1270506
			1644893	1357512	1302344

Number of Properties

Enter the total number of properties involved.

28

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 715.00

Method of Payment: Enclosed [] Deposit Account [X]
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

06-1135

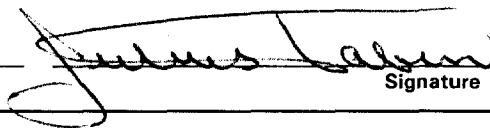
Authorization to charge additional fees:

Yes [X] No []

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Julius Tabin
Name of Person Signing


Signature

11/15/02
Date Signed

MICHIGAN NATIONAL BANK LIEN

Continued

Reg. No.	Reg. No.
1257312	0952310
1279452	0419149
1353557	0853372
1274706	0724912
1233213	0847714
1229136	0654887
1150150	0596494
1013313	0596095
0414195	0594630
0307276	

08-29-2002



102204413
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
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Reel # _____ Frame # _____

8-26-02

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other Release of Security Interest

Effective Date
Month Day Year
09 1995

Conveying Party

Mark if additional names of conveying parties attached.

Name Michigan National Bank
Formerly _____

Execution Date
Month Day Year
09 1995

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached.

Name CARME COSMECEUTICAL SCIENCES, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 620 Airpark Road

Address (line 2) _____

Address (line 3) Napa CALIFORNIA 94558
City State Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization DELAWARE

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be on a separate document from assignment.)

OFFICE OF PUBLIC RECORDS
202 AUG 26 AM 8:59
FINANCE SECTION

FOR OFFICE USE ONLY

08/26/2002 LMJELLER 00000120 061135 1683555
01 FC:481 40.00 CH
02 FC:482 675.00 CH

Public burden reporting this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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Commissioner of Patents and Trademarks, Box Assignment, Washington D.C. 20231

FORM PTO-1618B

Page 2

U.S. Department of
Commerce
Patent and Trademark Office
TRADEMARK

Expires 06/30/99
OMB 0651-0027

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 312-577-7000

Name JULIUS TABIN

Address (line 1) FITCH, EVEN, TABIN & FLANNERY

Address (line 2) 120 SOUTH LASALLE STREET, SUITE 1600

Address (line 4) CHICAGO, IL 60603-3406

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 16

Trademark Application Number(s) or Registration Number(s) [X] Mark if additional numbers attached.

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

			<input checked="" type="checkbox"/> 1683555	<input type="checkbox"/> 1501829	<input type="checkbox"/> 1347096
			<input type="checkbox"/> 1685933	<input type="checkbox"/> 1517722	<input type="checkbox"/> 1270506
			<input type="checkbox"/> 1644893	<input type="checkbox"/> 1357512	<input type="checkbox"/> 1302344

Number of Properties

Enter the total number of properties involved. # 28

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 715.00

Method of Payment: Enclosed [] Deposit Account [X]
(Enter for payment by deposit account or if additional fees can be charged to the account.)

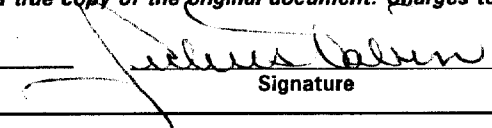
Deposit Account Number: # 06-1135

Authorization to charge additional fees: Yes [X] No []

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

JULIUS TABIN


Signature

Aug 13, 2002
Date Signed

MICHIGAN NATIONAL BANK LIEN

Continued

Reg. No.	Reg. No.
1257312	0952310
1279452	0419149
1353557	0853372
1274706	0724912
1233213	0847714
1229136	0654887
1150150	0596494
1013313	0596095
0414195	0594630
0307276	

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
IRAD CORPORATION and)	Case No. 95-918 (PJW)
CARMÉ, INC.,)	Jointly Administered
Debtors.)	

ORDER PURSUANT TO SECTION 363 OF THE
BANKRUPTCY CODE AUTHORIZING SALE OF ASSETS

Upon the motion of Carmé, Inc., debtor and debtor in possession herein ("Debtor"), for an Order, inter alia, (a) authorizing the sale of substantially all of the Debtor's assets free and clear of liens, claims and encumbrances, and (b) authorizing the assumption and assignment of unexpired leases and executory contracts (the "Motion"); and notice of the Motion, having been given to the United States Trustee, the Debtor's twenty (20) largest unsecured creditors, counsel for Michigan National Bank, all counterparties to Assigned Contracts and all parties known to claim an interest in the Debtor's assets and objections, if any, to the Motion and the sale itself having been withdrawn or overruled; and a hearing having been held on August 25, 1995 on approval of the relief requested by the Motion; and the Court having reviewed the Asset Purchase Agreement between Carmé International, Inc. (an affiliate of Senetek, PLC) as purchaser (the "Buyer") and the Debtor, as

seller, dated as of July 31, 1995 (the "Asset Purchase Agreement"); and the Court having been fully advised in the premises; and after due deliberation, and sufficient cause appearing therefor, it is

ORDERED, that the Debtor be, and hereby is, authorized to: (a) assume the Asset Purchase Agreement; (b) make, execute and deliver any and all documents; and (c) take all such actions as are necessary to consummate the transactions contemplated thereby; and it is further

ORDERED, that, the Debtor be, and hereby is, authorized pursuant to Sections 363(b) and (f) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006, to sell, transfer, grant, convey and assign, free and clear of all liens, security interests and encumbrances, all of the Purchased Assets (as defined in the Asset Purchase Agreement) to the Buyer for an aggregate cash purchase price of \$2,300,000 plus ^{additional cash and} the other consideration ^{set forth in the} Asset Purchase Agreement (the "Sale Price"); and it is further *PW*

ORDERED, that the Debtor is authorized to assume the Assigned Contracts (as defined in the Motion) and to assign such contracts to the Buyer pursuant to Section 365(a) of the Bankruptcy Code; and it is further

ORDERED, that the findings of fact made by the Court and contained in the recitals proceeding these ordered paragraphs be, and hereby are, incorporated into this Order; and it is further

ORDERED, that the approval of the sale of assets is in the best interests of the Debtor, its estate and the creditors and that there are good business reasons for the Debtor to consummate the sale of the Assets to the Buyer; and it is further

ORDERED, that the Buyer be, and hereby is, declared a good faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code, and any reversal or modification on appeal of this Order shall not affect the validity of the sale of assets authorized hereby unless consummation of the sale of assets is stayed pending such appeal; and it is further

ORDERED, that the Sale Price hereby is recognized as the result of a free and open sale process attended by qualifying bidders and that the Sale Price was not controlled by an agreement among any potential buyers as prohibited by Section 363(n) of the Bankruptcy Code; and it is further

ORDERED, that this is a final and appealable order and the Court expressly directs entry of a judgment as set forth herein.

Dated: Wilmington, Delaware
AUGUST 21, 1995


United States Bankruptcy Judge

EXHIBIT A

Tim Curton

(616) 336-7000

BLH Fax #
(712) 924-2651

CONSENT OF MICHIGAN NATIONAL BANK

1. The undersigned, Michigan National Bank, is a principal creditor of Carme, Inc., a Nevada corporation.
2. On July 31, 1995 Carme, Inc. and Carme International, Inc. entered into an Asset Purchase Agreement (the "Purchase Agreement").
3. On August 25, 1995, the United States Bankruptcy Court for the District of Delaware entered an Order approving the sale of assets by Carme, Inc. To Carme International, Inc. pursuant to the Purchase Agreement.
4. Pursuant to the terms of the Purchase Agreement the parties thereto have now agreed on a Purchase Price of \$3,750,000, subject to further adjustment as provided in a Supplemental Agreement and Escrow Instructions dated September 22, 1995 between the parties, a copy of which is attached hereto as Exhibit A.
5. The undersigned hereby consents to the sale of assets of Carme International to Carme for the Purchase Price set forth above and, effective upon the Closing under the Purchase Agreement, releases any liens, claims and encumbrances it may have on the assets to be sold and transferred by Carme, Inc. to Carme International, Inc.

Dated: September __, 1995

MICHIGAN NATIONAL BANK

By: _____
Its Attorney

P.S
--- VARNUM, RIDDERING

SEP 22 '95 11:00 WILSON, SONNINI, GOODRICH, ROSATI
R W & E 54 09/25/95 16:47

ASSET PURCHASE AGREEMENT

This Agreement is made and entered into as of this 31st day of July, 1995, by and between Carme International, Inc., a Delaware corporation ("Buyer") and Carme, Inc., a Nevada corporation ("Seller").

RECITALS

WHEREAS, Seller is engaged in the business (the "Business") of manufacturing and selling health and beauty aids including without limitation those listed on Schedule A attached hereto (the "Products") with its principal place of business located at 84 Galli Drive, Novato, California 94949;

WHEREAS, Seller intends to file a petition under chapter 11, title 11 of the United States Code (the "Bankruptcy Code") in order to reorganize its financial structure; and

WHEREAS, Seller desires to sell to Buyer substantially all of Seller's assets related to the Business and Buyer desires to purchase said assets, all on the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Purchase and Sale of Assets

1.1. Purchased Assets. At Closing, Buyer shall purchase and Seller shall sell, transfer, assign and deliver to Buyer for the consideration and upon the terms and conditions hereinafter set forth, all assets of the Business, (the "Purchased Assets") not otherwise expressly excluded pursuant to Section 1.2 of this Agreement. The Purchased Assets shall include, but not be limited to, the following:

(a) Those contracts and agreements with customers, suppliers and lessors of the Business and other third parties listed on Schedule 1.1(a) attached hereto (the "Contracts"), and all of Seller's rights under the Contracts;

(b) All products that are in all respects ready for distribution and sale, with the exception of final packaging for shipment (the "Finished Goods Inventories") of the Business that meet all of the following criteria:

(i) have been produced in the eighteen months prior to the Closing Date;

(ii) are packaged in the most current packaging for such product; and

(iii) are the current formulation for such product; plus all raw materials, work-in-progress, samples, supplies and packaging related to the product lines included in such Finished Goods Inventory (the "Primary Inventory"); provided, however, that the Primary Inventory does not include any Finished Goods Inventories that are in greater quantities of each such Product than can reasonably be expected to be sold within the six month period following the Closing Date based on the sales of such product in the six month period immediately prior to the date of this Agreement plus 10% of such six-month sales, including all raw materials, work-in-progress, samples, supplies and packaging related to such Finished Goods Inventories;

(c) All other inventories of the Business not included within the definition set forth in Section 1.1(b) above (the "Secondary Inventory");

(d) All customer files and all records of the Business;

(e) All trademarks, trade names, trade styles and logos (and all goodwill associated therewith), registered or unregistered, and all applications and registrations therefor, including without limitation those listed on Schedule 1(e) hereto and all claims or causes of action of Seller against third parties relating to any of the foregoing;

(f) All outstanding and uncollected accounts and notes receivable listed on Seller's Aged Receivables Report attached hereto as Schedule 1.1(f)(i) (the "Accounts Receivable"); but the Accounts Receivable do not include those accounts described on Schedule 1.1(f)(ii) attached hereto (the "Excluded Accounts Receivable");

(g) All fixed assets and leasehold improvements (the "Fixed Assets"), including those listed on Schedule 1.1(g); and

(h) All of Seller's trade secrets, including but not limited to the rights to the formulas to the Products.

Except as specifically provided in Article III, Seller is selling the Purchased Assets to Buyer in As Is, Where Is condition. ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PURCHASED ASSETS AND THE BUSINESS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

10.9. Governing Law. This Agreement is made pursuant to, and shall be governed by, the internal substantive laws of the State of Delaware.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf all as of the date first written above.

CARME INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

CARME, INC.

By: Michael A. Ose

Chairman of the Board
and
Chief Executive Officer

Schedule 1 (e)

TRADEMARKS

NAME	COUNTRY	CLASS	SER. NO.	SER. DATE	TERM	EXPIR. DATE	APPLICANT		SERIAL		ABANDONMENT		COMMENTS
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
REVITACTE	U.S.	3	1,223,233	4/5/83	20	4/5/2003	1988	Yes					
BIOTERE N-34	U.S.	3	1,274,706	4/24/84	20	4/24/2004	1989	Yes					
LOANDA	U.S.	3	1,347,096	7/9/85	20	7/9/2005	4/10/89	Need petition	Accepted 6/92.				File office by 7/91
POPPY MUSK	U.S.	3	1,383,866	2/25/86	20	2/25/2006	Mo 9/1/91	JAR	Lot office.				File office by 2/92
SLEEPY HOLLOW	U.S.	3	1,395,484	7/18/84	20	9/18/2004	1990	Yes					
SLEEPY HOLLOW BOTANICALS	U.S.	3	1,503,515	9/13/88	20	9/13/2008	1994	Yes			1994	1994	File office by 9/94
HOW MORE THAN A MEMORY	U.S.	3	1,490,742	6/7/88	20	6/7/2008	Mo office	dev't	filed - NOT USED				File office by 6/94
JOJOBA FARMS	U.S.	3	1,253,557	8/13/85	20	8/13/2005	7/91	2/91					File office by 8/91
JOJOBA FARMS (Logo)	U.S.	3	1,150,150	4/7/81	20	4/7/2001	2/87	8/87					
JOJOBA FARMS Desert Scene	U.S.	3	1,223,992	3/12/85	20	3/12/2005	3/90	7/90					
JOJOBA FIELDS	U.S.	3	1,353,555	8/13/85	20	8/13/2005	Mo let drop	pat JAR	not used				File office by 8/91
JOJOBA FIELDS (Logo)	U.S.	3	1,353,556	8/13/85	20	8/13/2005	Mo let drop	pat JAR	not used				File office by 8/91
ALOE JOJOBA Design	U.S.	3	denied										
CARNE	Calif.	53	3337	-1658794	10	-1658794							Reapplied 1/29/91
CARNE	Calif.	52	93857	4/1/90	10	4/1/2001							
CARNE, (Crm/Lot)	U.S.	3	1,683,555	4/21/92	20	4/21/2002							
CARNE (Hair)	U.S.	3	1,685,932	5/12/92	10	5/12/92							Filed 4/13/91 74/137,30
COUNTRY ROADS	U.S.	3	1,537,172	9/27/83	20	9/27/2002							74/137,30
RAKUNAN	U.S.	3	1,312,941	1/8/85	20	1/8/2005							WJ
SUNNER RAIN	U.S.	3	1,379,329	5/24/84	20	5/24/2004	1/8/91	Yes					MM
GOLDEN CALIFORNIA	U.S.	3	1,025,568	11/25/75	20	11/25/95	4/17/90	Yes					Need new art to file (SUNNER)
HOW SASTE	Calif.	3	74599	10/1/84	10	10/1/94							
HOW SASTE	U.S.	3	denied 199										Rec'd 9/90 MM

Schedule 1(e)

Trademarks

MARK	COUNTRY	CLASS	SER. NO.	REG. DATE	TERM	EXPIR. DATE	AFFIDAVIT		RENEWAL		ASSIGNMENT		COMMENTS
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
MILD AND NATURAL	U.S.	3	1,839,177	6/14/94	10	6/14/2004							Refiled 3/93 74/369,397
PURE BEGINNINGS	U.S.	3	Abandoned										
DESERT NATURALS	U.S.		Search only										
BRIGHT LIGHTS	U.S.		Search only										
BRIILLANCE	U.S.		Search only										
PEAKY	U.S.		Search only										
ZARA	U.S.		Abandoned										
PHYSICAL	U.S.		Abandoned										
WHITE POPPY	U.S.		Abandoned										
NATIBATH	U.S.	3	126,847	Application date 7/5/77		- WITHDRAWN							
FRESH & NATURAL	U.S.	3											74/611,453 12/94
BEYOND BODY	U.S.	3											74/571,589 9/94
HEAVENLY FLOWERS	U.S.	3											Appl filed 6/95
SAC HARBOUR	U.S.	3											Appl filed 6/95

TRADEMARK

REEL: 002618 FRAME: 0171

Schedule 1(e)

Trademarks

MARK	COUNTRY	CLASS	SER. NO.	REG. DATE	TERM	EXPIR. DATE	AFFIRMATION		RENEWAL		ASSIGNMENT		COMMENTS
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
MILL CREEK Country Scene	U.S.	3	1,279,452	5/29/84	20	5/29/2004	5/90	4/91					
MILL CREEK Block Print	U.S.	3	1,554,903	3/22/91	20	3/22/2011	3/91	3/91					MEM App1 74/058,831
MILL CREEK & Design	U.S.	3	1,098,513	8/8/78	20	8/8/98							Renew Calif by 6/91 1/97
MILL CREEK	Calif.	51	63605	5/19/81	10	5/19/91							Affidavit 6/97
DOUBLE TAN	U.S.	3	1,693,892	6/16/92	10	6/16/2002							
BIODERMALINS	U.S.												
CALIFORNIA SUNSHINE	U.S.	30											
Old Fashioned Curative Treatment Shampoo	U.S.												
JUST CLEAR	U.S.	3	1,848,940	8/9/94	10	8/9/2004							5/11/93 74/407,086 File Affid, early 2000

Schedule 1(e)

Trademarks

MARK	COUNTRY	CLASS	SER. NO.	REG. DATE	TERM	EXPIR. DATE	APPLICANT		RENEWAL		ABANDONMENT		COMMENTS	
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED		
MOUNTAIN HERBERY	U.S.	3	1,282,922	6/26/84	20	6/26/2004	3/23/90	7/2/90			X			
CANONILD	U.S.		1,377,796	1/14/86	20	1/14/2006		6/92			X		File eff'd by 1/92	
CHAMONILD	U.S.	3	1,282,923	6/24/84	20	6/26/2004	3/23/90	7/30/90			X			
HERBAL RENEVAL	U.S.	3	1,339,953	6/11/85	20	6/11/2005	4/10/91						File eff'd by 6/91 Done	
FRENCH HERBERY	U.S.	3	1,291,717	8/28/84	20	8/28/2004	NO	ABANDONED					ABANDONED	
HERBAL RENEVAL	U.S.	3	1,739,373	12/15/92	10	12/15/2002					7/10/99	7/19/90		
THE SILVER FOX & Des.	U.S.	3	1,357,515	9/3/85	20	9/3/2005	8/91	App'l. for Creams/Lotions				10/91	File eff'd by 9/91	
SHADES OF GRAY	U.S.	3	1,612,572	9/11/90	10	9/11/2000					X		App'l 74/005370 11/29/89	
ULTRA SMOOTH	U.S.	3	1,669,094	12/24/91	10	12/24/2001					X		App'l 74/005371 11/27/89	
SWIZZLE STIXX	U.S.		Abandoned											
SILVER FOX (Add Cosmet.)	U.S.	3	1,714,911	9/15/92	10	9/15/2002								
MOISTUREYES	U.S.	3	1,400,837	7/15/86	20	7/15/2006						1/23/99	1/28/99	File eff'd by 7/92
WRINKLE THERAPY	U.S.	3	1,635,225	2/19/91								1/23/99	1/28/99	App'l 73/834,736 10/30/89
OCCUSOMES	U.S.		Never filed per Ed Sanford											
SILVER FOX (New Design)	U.S.	3												74/466,047 12/93

Schedule 1(e)

Trademarks

MARK	COUNTRY	CLASS	SER. NO.	REG. DATE	TERM	EXPIR. DATE	AFFIDAVIT		RENEWAL		ASSIGNMENT		COMMENT
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
ALLERCREME	U.S.	3	1,257,312	11/15/83	20	11/15/2003							
ALLERCREME	U.S.	5	853,372	7/23/68	20	7/23/2008							
ALLERCREME A Design	U.S.	3	1,275,711	5/1/84	20	5/1/2004							
ALLERCREME & Triangle Design	U.S.	3	1,270,506	3/20/84	20	3/20/2004							
COLOR SHEETS	U.S.	3	1,302,344	10/30/84	20	10/30/2004							
NA Complex	U.S.	3	1,501,829	8/30/88	20	8/30/2008	X	8/90					File Affid bit/94
HYPO-ACHEGENIC	U.S.	3	1,517,722	12/27/88	20	12/27/2008	X	4/95					File affid bit/94
MAXIDRY & Design	U.S.	3	1,033,313	6/17/75	20	6/17/95		7/80		X			Use for Spill'nt?
REFLECTA	U.S.	3	847,714	4/16/88	20	4/16/2008		ABANDONED per AFsoda					

Schedule 1(e)

Trademarks

MARK	COUNTRY	CLASS	SER. NO.	REG. DATE	TERM	EXPIR. DATE	APPROPRIATE		RENEWAL		ASSIGNMENT		COMMENTS
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
BLOOM	U.S.	3	596,494	10/05/54	20	10/05/94	1/2004		X	7/26/99			Renew in 1993
CLORASILK	U.S.	3	665,499	8/5/58	20	8/5/78							
Dub & Design	U.S.	3	1,229,136	3/8/83	20	3/08/2003	9/88						
DUBARRY & Design	U.S.	3	307,276	10/24/33	20	10/24/2003			6/93	X			Renew in 1993
DUBARRY & Design	U.S.	3	414,195	5/29/45	20	5/27/2005							
FLATTER-GLO & Design	U.S.	3	594,630	8/31/54	20	8/31/94			X				
HAND SILK	U.S.	3	419,149	2/5/46	20	2/5/2006							
LIQUID TREASURE & Des.	U.S.	3	596,095	9/28/54	20	9/28/94			X	X			
MOISTURE PETALS	U.S.	3	686,449	10/6/59	20	10/06/99							
MOISTURE PETALS	U.S.	3	952,310	1/30/73	20	1/30/2003			X	7/24/93			Renew in 1992
ROYAL VELVET	U.S.	3	724,912	12/5/61	20	12/5/2001							
SOPHISTI-COLOR & Des.	U.S.	3	525,009	5/9/50	20	5/9/90				4/26/90	Denied		
SOPHISTI-CREME	U.S.	3	507,052	2/22/49	20	2/22/2009	1/89	1/89					
YOUNG PROMISE	U.S.	3	654,887	11/19/57	20	11/19/97							

MICHIGAN NATIONAL BANK LIEN

Identification of Listed Trademark Registrations

<u>MARK</u>	<u>REG. NO</u>	<u>REG. DATE</u>
CARME	1683555	April 21, 1992
CARME	1685933	May 12, 1992
MILL CREEK	1644893	May 21, 1991
HA COMPLEX	1501829	August 30, 1988
HYPO-ACNEGENIC	1517722	December 27, 1988
THE SILVER FOX	1357512	September 3, 1985
LOANDA	1347096	July 9, 1985
ALLERCREME	1270506	March 20, 1984
COLOR SHEERS	1302344	October 30, 1984
ALLERCREME	1257312	November 15, 1983
<i>Design Only</i>	1279452	May 29, 1984
JOJOBA FARMS	1353557	August 13, 1985
BIOTENE H-24	1274706	April 24, 1984

Identification of Listed Trademark Registrations (continued) ...

<u>MARK</u>	<u>REG. NO</u>	<u>REG. DATE</u>
REVITACYL	1233213	April 5, 1983
DUB	1229136	March 8, 1983
JOJOBA FARMS	1150150	April 7, 1981
MAXIDRY	1013313	June 17, 1975
DUBARRY	0414195	May 29, 1945
DU BARRY	0307276	October 24, 1933
MOISTURE PETALS	0952310	January 30, 1973
HAND SILK	0419149	February 5, 1946
ALLERCREME	0853372	July 23, 1968
ROYAL VELVET	0724912	December 5, 1961
REFLECTA	0847714	April 16, 1968
YOUNG PROMISE	0654887	November 19, 1957
BLOOM	0596494	October 5, 1954
LIQUID TREASURE	0596095	September 28, 1954
FLATTER-GLO	0594630	August 31, 1954